

DEED IN TRUST

22 079 641

18 61-66-169 C The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, LOLA DONOFRIO, a spinster, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveyed and Warranted unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of August 1972, and known as Trust Number 2347, the following described real estate in the County of Cook and State of Ill., to wit: Street address: 215-219 N. Clark Street, Chicago, Ill.

Legal description:

See Exhibit "A" attached hereto and made a part hereof



TO HAVE AND TO HOLD the said real estate with the appertinances, upon the terms and for the uses and purposes upon the limitations set forth in said Trust Agreement.

Full power and authority consistent with the above described Trust Agreement is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to declare parts, streets, highways or alleys and to subdivide or part thereof, and to remortgage said real estate as often as desired, to contract to sell, to grant leases to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the future, and upon any term, and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any term, and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to take leases, and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of filing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to receive rents or charges of any kind, to release, convey or assign any right, title or interest in or about or appertaining to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to do with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate or in whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, trust or money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or perturbed to inquire into any of the terms of said Trust Agreement; and over deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or acting under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully clothed with all the title, estate, rights, powers, authorities, duties and obligations of the said Trustee or his or their predecessors in trust.

This covenance is made upon the express understanding and conditions that neither Amalgamated Trust & Savings Bank individually nor as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this deed or said Trust Agreement or any other instrument, or for liability in person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract obligation or indebtedness incurred entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiary or other said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee, or as trustee and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whosoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be a fee in the earnings, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, profits and proceeds thereof. In the event that the intention hereof begins to vest in said Amalgamated Trust & Savings Bank, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives, surrenders and releases to the said Trustee, her heirs, assigns and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set her hand and seal, this 2nd day of October 1972.

LOLA DONOFRIO

STATE OF Illinois, Ronald A. Friedland, a Notary Public in and for said County of Cook, do hereby certify that Lola Donofrio, a spinster,

is subscribed to the foregoing instrument, day in person and acknowledged that signed, sealed and right of homestead, notarial seal this 2nd day of October 1972.

Name: CHICAGO TITLE AND TRUST COMPANY
Address: 111 WEST WASHINGTON
City: CHICAGO, ILLINOIS 60602
ATTN: W. J. ...

No taxable consideration

This space for affixing Riders and Revenue Stamp

22 079 641



UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

OCT 10 1972 3 03 PM

9171
William R. Olson
RECORDER OF DEEDS

22079641

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Lots 1 and 2 in Assessor's Division of Lot 5 in Block 17 in the Original Town of Chicago.

That part of the private alley lying South of and adjoining Lot 2 aforesaid bounded and described as follows:
Beginning at the South West Corner of said Lot 2 in Assessor's Division, thence running South on the West line of said Lot 2 as extended to a point equi-distant from said place of beginning and the North West Corner of said Lot 7 in Assessor's Division; thence running East on a line parallel to the South line of said Lot 2 in Assessor's Division aforesaid to a point in the East line of said Lot 2 as extended, equi-distant between the South East Corner of said Lot 2 and the North line of Lot 5 in Assessor's Division, thence North on the East line of said Lot 2 extended to the South East Corner of said Lot 2; thence West along the South line of said Lot 2 to the South West Corner of said Lot 2 and the point of beginning, all in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

22 07 6 94
Clerk's Office

RECORDED DOCUMENT